

RECORDATION NO. 13298

RECORDATION NO. 13298-A

RECORDATION NO. 13298-B

OCT 29 1981 - 1 50 PM

CRAVATH, SWAINE & MOORE
INTERSTATE COMMERCE COMMISSION

OCT 29 1981 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

RALPH L. McAFEE
HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL

FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN
WILLIAM P. DICKEY
STUART W. GOLD
JOHN W. WHITE
JOHN E. BEERBOWER

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663
WUD 125547
WUI 620976

CABLE ADDRESSES

CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

RECORDATION NO. 13298-C

OCT 29 1981 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

COUNSEL
MAURICE T. MOORE
CARLYLE E. MAW

ROSWELL L. GILPATRIC
ALBERT R. CONNELLY
L. R. BRESLIN, JR.
GEORGE S. TURNER
FRANK H. DETWEILER
GEORGE G. TYLER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
JAMES S. MARSHALL
ROYALL VICTOR
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THORNTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 1-606-1421
TELEX: 6614901

13298-D

No.

OCT 29 1981

Date

Fee \$ 200.00

OCT 29 1981 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

October 27, 1981

The Chesapeake and Ohio Railway Company
Reconstruction and Conditional Sale
Financing Dated as of September 15, 1981
17-1/8% Conditional Sale Indebtedness Due June 30, 1982

Dear Sir:

Pursuant to 49 U.S.C. § 11303(c), I enclose herewith on behalf of The Chesapeake and Ohio Railway Company, for filing and recordation, counterparts of the following:

(1) Reconstruction and Conditional Sale Agreement dated as of September 15, 1981, among Mercantile-Safe Deposit and Trust Company, as Agent, The Chesapeake and Ohio Railway Company, as Builder, and The Connecticut Bank and Trust Company, as Vendee;

(2) Transfer Agreement dated as of September 15, 1981, between Mercantile-Safe Deposit and Trust Company, as Agent, and The Connecticut Bank and Trust Company, as Trustee;

(3) (a) Lease of Railroad Equipment dated as of September 15, 1981, between The Chesapeake and Ohio Railway Company, as Lessee, and The Connecticut Bank and Trust Company, as Lessor;

(b) Assignment of Lease and Agreement dated as of September 15, 1981, between The Connecticut Bank and Trust Company, as Lessor, and Mercantile-Safe Deposit and Trust Company, as Agent; and

(4) Hulk Purchase Agreement dated as of September 15,

New Number

- A

- B

- C

- D

Handwritten signature/initials

1981, between The Chesapeake and Ohio Railway Company, as Seller, and The Connecticut Bank and Trust Company, as Buyer.

The names and addresses of the parties to the aforementioned agreements are:

Lessee-Builder-Seller:

The Chesapeake and Ohio Railway Company
100 North Charles Street
Baltimore, Maryland 21201.

Trustee-Vendee-Lessor-Buyer:

The Connecticut Bank and Trust Company
One Constitution Plaza
Hartford, Connecticut 06115.

Agent-Vendor:

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203.

Please file and record the documents referred to in this letter and index them under the names of the Lessee-Builder-Seller, the Trustee-Vendee-Lessor-Buyer, and the Agent-Vendor.

The Hulks covered by the Transfer Agreement and the Hulk Purchase Agreement are listed in Exhibit A attached hereto. The reconstructed railroad equipment covered by the Reconstruction and Conditional Sale Agreement and the Lease are listed in Exhibit B attached hereto. The reconstructed railroad equipment bear the legend "OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION".

Enclosed is our check for \$200 for the required recordation fee. Please accept for recordation one counterpart of each of the enclosed agreements, stamp the remaining

counterparts with your recordation number and return them to the delivering messenger along with your fee receipt, addressed to the undersigned.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
As Agent for The Chesapeake
and Ohio Railway Company

Ms. Agatha L. Mergenovich, Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

-D

See F for #s

RECORDATION NO. 13298-1 Filed 10/29/81

OCT 29 1981 - 1 30 PM

INTERSTATE COMMERCE COMMISSION

[CS&M Ref. 2044-185]

HULK PURCHASE AGREEMENT

Dated as of September 15, 1981

Between

THE CONNECTICUT BANK AND TRUST COMPANY,
not in its individual capacity but
solely as Trustee,

and

THE CHESAPEAKE AND OHIO RAILWAY COMPANY.

HULK PURCHASE AGREEMENT dated as of September 15, 1981, between THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not in its individual capacity but solely as trustee ("Buyer") under a Trust Agreement dated as of the date hereof ("Trust Agreement") with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) ("Owners"), and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation ("Seller").

The Seller owns the used railroad equipment described in Annex I hereto ("Hulks"). The Seller will sell the Hulks and the Buyer will purchase the Hulks for the Purchase Price set forth in Annex I hereto ("Hulk Purchase Price"). The Hulks will be redelivered to the Seller for reconstruction in accordance with a Reconstruction and Conditional Sale Agreement dated as of the date hereof ("RCSA") between Mercantile-Safe Deposit and Trust Company, not in its individual capacity but solely as agent ("Agent") under a Participation Agreement dated as of the date hereof ("Participation Agreement"), the Seller and the Buyer.

In consideration of the agreements hereinafter set forth, the parties hereto agree as follows:

1. Delivery of Hulks. The Seller will from time to time deliver to the Buyer a bill or bills of sale ("Bill of Sale"), setting forth the quantity, description, the Seller's identifying numbers and place of delivery of a group of Hulks and transferring title to such Hulks and warranting that at the date thereof the Seller had legal title to such Hulks and good and lawful right to sell the same and that title to such Hulks transferred to the Buyer by the Bill of Sale was free of all claims, liens, security interests, security title and other encumbrances of any nature whatsoever. On or after the date of the Bill of Sale, the Seller will deliver the Hulks in such group or groups to an authorized representative of the Buyer at such point or points within the United States of America as shall be specified by the Seller. The Buyer hereby appoints the Seller (and any employee thereof designated by the Seller) as its agent for acceptance of the Hulks; provided, however, that the Seller is not authorized to accept delivery of

any Hulk (i) that is not economically fit for reconstruction in accordance with the specifications provided in the RCSA; (ii) after written notice from the Buyer that such authority has been terminated; or (iii) if the Purchase Price (as defined in Article 3 of the RCSA) of such Hulk when added to the Purchase Price of those Hulks previously accepted would, together with the Reconstruction Cost thereof (as defined in Article 3 of the RCSA), exceed the Maximum Purchase Price specified in Article 3 of the RCSA. The sale and delivery of the Hulks pursuant to this Agreement shall commence as soon as practicable and shall be completed on or before September 15, 1982.

2. Noncompleted Hulks. The Seller represents and warrants that it is economically feasible to reconstruct each Hulk delivered and accepted under this Agreement in accordance with the specifications provided in the RCSA. If, after delivery and acceptance of a Hulk, the Seller determines that it is not economically feasible to reconstruct such Hulk on or before September 15, 1982, in accordance with the specifications provided in the RCSA, it shall so certify to the Buyer. If any Hulks cannot be so reconstructed ("Noncompleted Hulks"), the Seller agrees, as agent for the Buyer, to sell the Noncompleted Hulks to a party other than the Seller or any affiliate of the Seller, on or before November 15, 1982, at the highest cash price obtainable. On November 15, 1982, the Seller will pay to the Buyer the net proceeds from such sale (after retaining its reasonable reconstruction expenses incurred to such date plus reasonable overhead and profit). The Buyer agrees to furnish to the Seller all such bills of sale, without recourse or warranty, to enable the Seller to effect the sale of the Noncompleted Hulks for the account of the Buyer as aforesaid.

3. No Acceptance upon Default. Notwithstanding anything to the contrary contained herein, the Buyer shall have no obligation to accept any Hulk which is delivered hereunder after (i) any event of default as defined in Article 14 of the RCSA or any event (including the commencement of any proceeding or the filing of any petition of the nature specified in subparagraphs (c) and (d) of Article 14 thereof) which with lapse of time, failure to take affirmative action and/or demand could constitute an event of default thereunder shall have occurred or (ii) the Buyer shall have delivered written notice to the Seller that any of the conditions contained in Paragraph 8 of the Participation Agreement have not been met or waived.

4. Payment of Purchase Price. The Buyer at the times hereafter specified will pay to the Seller the Hulk Purchase Price of each Hulk in each group validly accepted hereunder, subject to all the terms and conditions of this Agreement, including without limitation the receipt by the Buyer at the time of delivery and acceptance of such Hulk of (a) the Bill of Sale with respect thereto, (b) a certificate or certificates of acceptance and delivery ("Certificate of Acceptance") signed by the Buyer's authorized representative, stating that the Hulks in such group have been delivered to and accepted on behalf of the Buyer, and (c) a written opinion of counsel for the Seller dated the date of the Bill of Sale, addressed to the Buyer and stating that the Bill of Sale is valid and effective to transfer and does transfer the Seller's title to such Hulks to the Buyer, and that on such date title to such Hulks was free of all claims, liens, security interests and other encumbrances of the Seller or anyone claiming through the Seller.

Subject only to the conditions set forth in this Agreement and in Paragraph 8 of the Participation Agreement, the Buyer will pay the Hulk Purchase Price of each Hulk delivered and accepted as aforesaid to the Seller either on (i) the Closing Date relating to such Hulk fixed as provided in the RCSA or (ii) October 1, 1982, whichever is earlier.

5. Assignment by Buyer. The Buyer may assign any or all of its rights under this Agreement and/or any or all of its rights to possession of any of the Hulks. Any such assignment may be made by the Buyer without the assignee assuming any of the obligations of the Buyer hereunder. The Buyer and the Seller acknowledge that such assignment is contemplated. All of the rights of the Buyer hereunder shall inure to the benefit of the Buyer's assigns.

6. Liabilities of Parties. Notwithstanding the delivery of any Bill of Sale hereunder, the Seller agrees that all responsibility with respect to any Hulk covered by such Bill of Sale, its use and operation and risk of loss thereof shall remain with the Seller until such Hulk is delivered to and accepted by the authorized representative of the Buyer, and the Seller agrees to indemnify and hold the Buyer harmless from any claim made against the Buyer solely by reason of the transfer of title to the Hulks or with respect to the validity of such title, free from all claims, liens, security interests, security title or encum-

branches of any nature other than those of the Buyer at the time of such delivery and acceptance. Upon such delivery and acceptance, all responsibility and risk of loss with respect to such Hulk shall pass to the Buyer. As of the date of such delivery and acceptance, the Buyer shall be unconditionally obligated to purchase such Hulk, without any right to a reduction in or setoff against the price thereof by reason of any past, present or future claims against the Seller under this agreement, the RCSA, the Participation Agreement, the Lease (as defined in the Participation Agreement) or otherwise.

7. Exclusions. In the event that any Hulk is not delivered to the Buyer after the date of the Bill of Sale with respect thereto or in the event that any Hulk is not accepted as provided in the proviso to Article 1 hereof, the Buyer will assign to the Seller, without warranty of any kind, whatever right, title and interest the Buyer may then have in such Hulk and such Hulk shall thereafter be excluded from the provisions of this Agreement.

8. Representations of Seller. The Seller hereby represents and warrants to the Buyer, its successors and assigns, that this Agreement was duly authorized by it and lawfully executed and delivered for a valid consideration. Annex I and the footnotes thereto are an integral part of this Agreement and are incorporated by reference herein.

9. Limitation of Buyer Liability. Notwithstanding anything herein to the contrary, each of the representations, warranties, undertakings and agreements herein made on the part of the financial institution acting as the Buyer are made and intended not as personal representations, warranties, undertakings and agreements by said institution or for the purpose or with the intention of binding said institution personally but are made and intended for the purpose of binding only the Trust Estate (as such term is used in the Trust Agreement), and this Agreement is executed and delivered by said institution not in its own right but solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and except in the case of wilful misconduct or gross negligence by said institution, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said institution or the Owners on account of this

Agreement or on account of any representation, warranty, undertaking or agreement of said institution hereunder, either expressed or implied, all such personal liability (except as aforesaid), if any, being expressly waived and released by the Seller and by all persons claiming by, through or under the Seller.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

11. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. Although for convenience this Agreement is dated as of the date first set forth above, the actual dates of execution hereof are the dates stated in the acknowledgments hereto.

12. Headings. Section headings have been provided for convenience only and do not form part of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first set forth above.

[Corporate Seal]


THE CONNECTICUT BANK AND
TRUST COMPANY, not in
its individual capacity
but solely as Trustee,

by



Authorized Officer

Attest:


Authorized Officer

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY,

by

Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Deputy Corporate Secretary

Receipt of an executed counter-
part of the foregoing is hereby
acknowledged as of September 15,
1981.

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

by

Assistant Vice President

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this 26th day of October 1981, before me personally appeared CLARK M. WHITCOMB, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Carol Lee Shattuck
Notary Public

[Notarial Seal]

My Commission Expires

CAROL LEE SHATTUCK
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1985

STATE OF OHIO,)
) ss.:
COUNTY OF CUYAHOGA,)

On this day of 1981, before me personally appeared, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that such instrument was this day signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

Hulk Purchase Agreement

ANNEX I*

<u>Quantity</u>	<u>Description</u>	<u>To be selected from series bearing Railroad Road Numbers</u>	<u>Hulk Purchase Price</u>	
			<u>Per Unit</u>	<u>Total</u>
13	50' Equipped Box Cars	C&O 27750/27999	\$ 6,000	\$ 78,000
18	50' Equipped Box Cars	C&O 27750/27999	6,000	108,000
126	80-Ton Open Top Hoppers	C&O 152000/155985 C&O 156008/156997 C&O 152000/155999 B&O 156000/156999	6,000	756,000
87	50' Equipped Box Cars	C&O 22450/22649 C&O 481000/481099 C&O 481500/481599	7,000	609,000
63	60' Equipped Box Cars	C&O 25031/25130 C&O 491530/491829 C&O 4944088/494152 C&O 495085/495129	16,000	1,008,000

* Notwithstanding anything herein to the contrary, this Agreement will only cover Hulks delivered by the Seller and accepted by the Buyer on or before September 15, 1982, having an aggregate Purchase Price when reconstructed not in excess of the Maximum Purchase Price specified in Article 3 of the RCSA. After delivery of all Hulks covered by this Agreement, this Annex I will be amended to describe only those Hulks covered by this Agreement and to designate the particular Railroad Road Numbers thereof.

<u>Quantity</u>	<u>Description</u>	To be selected from series bearing Railroad <u>Road Numbers</u>	Hulk <u>Purchase Price</u>	
			<u>Per Unit</u>	<u>Total</u>
410	70-Ton Open Top Hoppers	B&O 10000/15249 C&O 103000/103999 C&O 110000/115241 C&O 150000/151999	\$ 2,500	\$1,025,000
59	70-Ton Open Top Hoppers	Same as Above	3,000	177,000
19	80-Ton Open Top Hoppers	C&O 152000/155985 C&O 156008/156997 C&O 152000/155999 B&O 156000/156999	6,000	114,000
41	80-Ton Open Top Hoppers	Same as Above	6,000	246,000
<u>836</u>				<u>\$4,121,000</u>

HULK PURCHASE AGREEMENT

Dated as of September 15, 1981

Between

THE CONNECTICUT BANK AND TRUST COMPANY,
not in its individual capacity but
solely as Trustee,

and

THE CHESAPEAKE AND OHIO RAILWAY COMPANY.

HULK PURCHASE AGREEMENT dated as of September 15, 1981, between THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not in its individual capacity but solely as trustee ("Buyer") under a Trust Agreement dated as of the date hereof ("Trust Agreement") with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) ("Owners"), and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation ("Seller").

The Seller owns the used railroad equipment described in Annex I hereto ("Hulks"). The Seller will sell the Hulks and the Buyer will purchase the Hulks for the Purchase Price set forth in Annex I hereto ("Hulk Purchase Price"). The Hulks will be redelivered to the Seller for reconstruction in accordance with a Reconstruction and Conditional Sale Agreement dated as of the date hereof ("RCSA") between Mercantile-Safe Deposit and Trust Company, not in its individual capacity but solely as agent ("Agent") under a Participation Agreement dated as of the date hereof ("Participation Agreement"), the Seller and the Buyer.

In consideration of the agreements hereinafter set forth, the parties hereto agree as follows:

1. Delivery of Hulks. The Seller will from time to time deliver to the Buyer a bill or bills of sale ("Bill of Sale"), setting forth the quantity, description, the Seller's identifying numbers and place of delivery of a group of Hulks and transferring title to such Hulks and warranting that at the date thereof the Seller had legal title to such Hulks and good and lawful right to sell the same and that title to such Hulks transferred to the Buyer by the Bill of Sale was free of all claims, liens, security interests, security title and other encumbrances of any nature whatsoever. On or after the date of the Bill of Sale, the Seller will deliver the Hulks in such group or groups to an authorized representative of the Buyer at such point or points within the United States of America as shall be specified by the Seller. The Buyer hereby appoints the Seller (and any employee thereof designated by the Seller) as its agent for acceptance of the Hulks; provided, however, that the Seller is not authorized to accept delivery of

any Hulk (i) that is not economically fit for reconstruction in accordance with the specifications provided in the RCSA; (ii) after written notice from the Buyer that such authority has been terminated; or (iii) if the Purchase Price (as defined in Article 3 of the RCSA) of such Hulk when added to the Purchase Price of those Hulks previously accepted would, together with the Reconstruction Cost thereof (as defined in Article 3 of the RCSA), exceed the Maximum Purchase Price specified in Article 3 of the RCSA. The sale and delivery of the Hulks pursuant to this Agreement shall commence as soon as practicable and shall be completed on or before September 15, 1982.

2. Noncompleted Hulks. The Seller represents and warrants that it is economically feasible to reconstruct each Hulk delivered and accepted under this Agreement in accordance with the specifications provided in the RCSA. If, after delivery and acceptance of a Hulk, the Seller determines that it is not economically feasible to reconstruct such Hulk on or before September 15, 1982, in accordance with the specifications provided in the RCSA, it shall so certify to the Buyer. If any Hulks cannot be so reconstructed ("Noncompleted Hulks"), the Seller agrees, as agent for the Buyer, to sell the Noncompleted Hulks to a party other than the Seller or any affiliate of the Seller, on or before November 15, 1982, at the highest cash price obtainable. On November 15, 1982, the Seller will pay to the Buyer the net proceeds from such sale (after retaining its reasonable reconstruction expenses incurred to such date plus reasonable overhead and profit). The Buyer agrees to furnish to the Seller all such bills of sale, without recourse or warranty, to enable the Seller to effect the sale of the Noncompleted Hulks for the account of the Buyer as aforesaid.

3. No Acceptance upon Default. Notwithstanding anything to the contrary contained herein, the Buyer shall have no obligation to accept any Hulk which is delivered hereunder after (i) any event of default as defined in Article 14 of the RCSA or any event (including the commencement of any proceeding or the filing of any petition of the nature specified in subparagraphs (c) and (d) of Article 14 thereof) which with lapse of time, failure to take affirmative action and/or demand could constitute an event of default thereunder shall have occurred or (ii) the Buyer shall have delivered written notice to the Seller that any of the conditions contained in Paragraph 8 of the Participation Agreement have not been met or waived.

4. Payment of Purchase Price. The Buyer at the times hereafter specified will pay to the Seller the Hulk Purchase Price of each Hulk in each group validly accepted hereunder, subject to all the terms and conditions of this Agreement, including without limitation the receipt by the Buyer at the time of delivery and acceptance of such Hulk of (a) the Bill of Sale with respect thereto, (b) a certificate or certificates of acceptance and delivery ("Certificate of Acceptance") signed by the Buyer's authorized representative, stating that the Hulks in such group have been delivered to and accepted on behalf of the Buyer, and (c) a written opinion of counsel for the Seller dated the date of the Bill of Sale, addressed to the Buyer and stating that the Bill of Sale is valid and effective to transfer and does transfer the Seller's title to such Hulks to the Buyer, and that on such date title to such Hulks was free of all claims, liens, security interests and other encumbrances of the Seller or anyone claiming through the Seller.

Subject only to the conditions set forth in this Agreement and in Paragraph 8 of the Participation Agreement, the Buyer will pay the Hulk Purchase Price of each Hulk delivered and accepted as aforesaid to the Seller either on (i) the Closing Date relating to such Hulk fixed as provided in the RCSA or (ii) October 1, 1982, whichever is earlier.

5. Assignment by Buyer. The Buyer may assign any or all of its rights under this Agreement and/or any or all of its rights to possession of any of the Hulks. Any such assignment may be made by the Buyer without the assignee assuming any of the obligations of the Buyer hereunder. The Buyer and the Seller acknowledge that such assignment is contemplated. All of the rights of the Buyer hereunder shall inure to the benefit of the Buyer's assigns.

6. Liabilities of Parties. Notwithstanding the delivery of any Bill of Sale hereunder, the Seller agrees that all responsibility with respect to any Hulk covered by such Bill of Sale, its use and operation and risk of loss thereof shall remain with the Seller until such Hulk is delivered to and accepted by the authorized representative of the Buyer, and the Seller agrees to indemnify and hold the Buyer harmless from any claim made against the Buyer solely by reason of the transfer of title to the Hulks or with respect to the validity of such title, free from all claims, liens, security interests, security title or encum-

branches of any nature other than those of the Buyer at the time of such delivery and acceptance. Upon such delivery and acceptance, all responsibility and risk of loss with respect to such Hulk shall pass to the Buyer. As of the date of such delivery and acceptance, the Buyer shall be unconditionally obligated to purchase such Hulk, without any right to a reduction in or setoff against the price thereof by reason of any past, present or future claims against the Seller under this agreement, the RCSA, the Participation Agreement, the Lease (as defined in the Participation Agreement) or otherwise.

7. Exclusions. In the event that any Hulk is not delivered to the Buyer after the date of the Bill of Sale with respect thereto or in the event that any Hulk is not accepted as provided in the proviso to Article 1 hereof, the Buyer will assign to the Seller, without warranty of any kind, whatever right, title and interest the Buyer may then have in such Hulk and such Hulk shall thereafter be excluded from the provisions of this Agreement.

8. Representations of Seller. The Seller hereby represents and warrants to the Buyer, its successors and assigns, that this Agreement was duly authorized by it and lawfully executed and delivered for a valid consideration. Annex I and the footnotes thereto are an integral part of this Agreement and are incorporated by reference herein.

9. Limitation of Buyer Liability. Notwithstanding anything herein to the contrary, each of the representations, warranties, undertakings and agreements herein made on the part of the financial institution acting as the Buyer are made and intended not as personal representations, warranties, undertakings and agreements by said institution or for the purpose or with the intention of binding said institution personally but are made and intended for the purpose of binding only the Trust Estate (as such term is used in the Trust Agreement), and this Agreement is executed and delivered by said institution not in its own right but solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and except in the case of wilful misconduct or gross negligence by said institution, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said institution or the Owners on account of this

Agreement or on account of any representation, warranty, undertaking or agreement of said institution hereunder, either expressed or implied, all such personal liability (except as aforesaid), if any, being expressly waived and released by the Seller and by all persons claiming by, through or under the Seller.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

11. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. Although for convenience this Agreement is dated as of the date first set forth above, the actual dates of execution hereof are the dates stated in the acknowledgments hereto.

12. Headings. Section headings have been provided for convenience only and do not form part of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first set forth above.

[Corporate Seal]

THE CONNECTICUT BANK AND
TRUST COMPANY, not in
its individual capacity
but solely as Trustee,

by

Authorized Officer

Attest:

Authorized Officer

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY,

by

L. C. Smith
Assistant Vice President
and Treasurer

RJA

[Corporate Seal]

Attest:

Patricia J. Snader
Deputy Corporate Secretary

Receipt of an executed counter-
part of the foregoing is hereby
acknowledged as of September 15,
1981.

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

by

Assistant Vice President

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

[illegible]

On this 26th day of October, 1981, before me personally appeared L.C. Roig, Jr., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that such instrument was this day signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

H. Maclure Winchell
Notary Public

[Notarial Seal]

My Commission Expires

H. MARLENE WINCHELL, Notary Public
State of Ohio, (Lorain)
My commission expires Nov. 24, 1984

Hulk Purchase Agreement

ANNEX I*

<u>Quantity</u>	<u>Description</u>	To be selected from series bearing Railroad <u>Road Numbers</u>	<u>Hulk Purchase Price</u>	
			<u>Per Unit</u>	<u>Total</u>
13	50' Equipped Box Cars	C&O 27750/27999	\$ 6,000	\$ 78,000
18	50' Equipped Box Cars	C&O 27750/27999	6,000	108,000
126	80-Ton Open Top Hoppers	C&O 152000/155985 C&O 156008/156997 C&O 152000/155999 B&O 156000/156999	6,000	756,000
87	50' Equipped Box Cars	C&O 22450/22649 C&O 481000/481099 C&O 481500/481/599	7,000	609,000
63	60' Equipped Box Cars	C&O 25031/25130 C&O 491530/491829 C&O 4944088/494152 C&O 495085/495129	16,000	1,008,000

* Notwithstanding anything herein to the contrary, this Agreement will only cover Hulks delivered by the Seller and accepted by the Buyer on or before September 15, 1982, having an aggregate Purchase Price when reconstructed not in excess of the Maximum Purchase Price specified in Article 3 of the RCSA. After delivery of all Hulks covered by this Agreement, this Annex I will be amended to describe only those Hulks covered by this Agreement and to designate the particular Railroad Road Numbers thereof.

<u>Quantity</u>	<u>Description</u>	To be selected from series bearing Railroad <u>Road Numbers</u>	Hulk <u>Purchase Price</u>	
			<u>Per Unit</u>	<u>Total</u>
410	70-Ton Open Top Hoppers	B&O 10000/15249 C&O 103000/103999 C&O 110000/115241 C&O 150000/151999	\$ 2,500	\$1,025,000
59	70-Ton Open Top Hoppers	Same as Above	3,000	177,000
19	80-Ton Open Top Hoppers	C&O 152000/155985 C&O 156008/156997 C&O 152000/155999 B&O 156000/156999	6,000	114,000
41	80-Ton Open Top Hoppers	Same as Above	6,000	246,000
<u>836</u>				<u>\$4,121,000</u>

HULK PURCHASE AGREEMENT

Dated as of September 15, 1981

Between

THE CONNECTICUT BANK AND TRUST COMPANY,
not in its individual capacity but
solely as Trustee,

and

THE CHESAPEAKE AND OHIO RAILWAY COMPANY.

HULK PURCHASE AGREEMENT dated as of September 15, 1981, between THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not in its individual capacity but solely as trustee ("Buyer") under a Trust Agreement dated as of the date hereof ("Trust Agreement") with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC. (Connell Leasing Company Division) ("Owners"), and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation ("Seller").

The Seller owns the used railroad equipment described in Annex I hereto ("Hulks"). The Seller will sell the Hulks and the Buyer will purchase the Hulks for the Purchase Price set forth in Annex I hereto ("Hulk Purchase Price"). The Hulks will be redelivered to the Seller for reconstruction in accordance with a Reconstruction and Conditional Sale Agreement dated as of the date hereof ("RCSA") between Mercantile-Safe Deposit and Trust Company, not in its individual capacity but solely as agent ("Agent") under a Participation Agreement dated as of the date hereof ("Participation Agreement"), the Seller and the Buyer.

In consideration of the agreements hereinafter set forth, the parties hereto agree as follows:

1. Delivery of Hulks. The Seller will from time to time deliver to the Buyer a bill or bills of sale ("Bill of Sale"), setting forth the quantity, description, the Seller's identifying numbers and place of delivery of a group of Hulks and transferring title to such Hulks and warranting that at the date thereof the Seller had legal title to such Hulks and good and lawful right to sell the same and that title to such Hulks transferred to the Buyer by the Bill of Sale was free of all claims, liens, security interests, security title and other encumbrances of any nature whatsoever. On or after the date of the Bill of Sale, the Seller will deliver the Hulks in such group or groups to an authorized representative of the Buyer at such point or points within the United States of America as shall be specified by the Seller. The Buyer hereby appoints the Seller (and any employee thereof designated by the Seller) as its agent for acceptance of the Hulks; provided, however, that the Seller is not authorized to accept delivery of

any Hulk (i) that is not economically fit for reconstruction in accordance with the specifications provided in the RCSA; (ii) after written notice from the Buyer that such authority has been terminated; or (iii) if the Purchase Price (as defined in Article 3 of the RCSA) of such Hulk when added to the Purchase Price of those Hulks previously accepted would, together with the Reconstruction Cost thereof (as defined in Article 3 of the RCSA), exceed the Maximum Purchase Price specified in Article 3 of the RCSA. The sale and delivery of the Hulks pursuant to this Agreement shall commence as soon as practicable and shall be completed on or before September 15, 1982.

2. Noncompleted Hulks. The Seller represents and warrants that it is economically feasible to reconstruct each Hulk delivered and accepted under this Agreement in accordance with the specifications provided in the RCSA. If, after delivery and acceptance of a Hulk, the Seller determines that it is not economically feasible to reconstruct such Hulk on or before September 15, 1982, in accordance with the specifications provided in the RCSA, it shall so certify to the Buyer. If any Hulks cannot be so reconstructed ("Noncompleted Hulks"), the Seller agrees, as agent for the Buyer, to sell the Noncompleted Hulks to a party other than the Seller or any affiliate of the Seller, on or before November 15, 1982, at the highest cash price obtainable. On November 15, 1982, the Seller will pay to the Buyer the net proceeds from such sale (after retaining its reasonable reconstruction expenses incurred to such date plus reasonable overhead and profit). The Buyer agrees to furnish to the Seller all such bills of sale, without recourse or warranty, to enable the Seller to effect the sale of the Noncompleted Hulks for the account of the Buyer as aforesaid.

3. No Acceptance upon Default. Notwithstanding anything to the contrary contained herein, the Buyer shall have no obligation to accept any Hulk which is delivered hereunder after (i) any event of default as defined in Article 14 of the RCSA or any event (including the commencement of any proceeding or the filing of any petition of the nature specified in subparagraphs (c) and (d) of Article 14 thereof) which with lapse of time, failure to take affirmative action and/or demand could constitute an event of default thereunder shall have occurred or (ii) the Buyer shall have delivered written notice to the Seller that any of the conditions contained in Paragraph 8 of the Participation Agreement have not been met or waived.

4. Payment of Purchase Price. The Buyer at the times hereafter specified will pay to the Seller the Hulk Purchase Price of each Hulk in each group validly accepted hereunder, subject to all the terms and conditions of this Agreement, including without limitation the receipt by the Buyer at the time of delivery and acceptance of such Hulk of (a) the Bill of Sale with respect thereto, (b) a certificate or certificates of acceptance and delivery ("Certificate of Acceptance") signed by the Buyer's authorized representative, stating that the Hulks in such group have been delivered to and accepted on behalf of the Buyer, and (c) a written opinion of counsel for the Seller dated the date of the Bill of Sale, addressed to the Buyer and stating that the Bill of Sale is valid and effective to transfer and does transfer the Seller's title to such Hulks to the Buyer, and that on such date title to such Hulks was free of all claims, liens, security interests and other encumbrances of the Seller or anyone claiming through the Seller.

Subject only to the conditions set forth in this Agreement and in Paragraph 8 of the Participation Agreement, the Buyer will pay the Hulk Purchase Price of each Hulk delivered and accepted as aforesaid to the Seller either on (i) the Closing Date relating to such Hulk fixed as provided in the RCSA or (ii) October 1, 1982, whichever is earlier.

5. Assignment by Buyer. The Buyer may assign any or all of its rights under this Agreement and/or any or all of its rights to possession of any of the Hulks. Any such assignment may be made by the Buyer without the assignee assuming any of the obligations of the Buyer hereunder. The Buyer and the Seller acknowledge that such assignment is contemplated. All of the rights of the Buyer hereunder shall inure to the benefit of the Buyer's assigns.

6. Liabilities of Parties. Notwithstanding the delivery of any Bill of Sale hereunder, the Seller agrees that all responsibility with respect to any Hulk covered by such Bill of Sale, its use and operation and risk of loss thereof shall remain with the Seller until such Hulk is delivered to and accepted by the authorized representative of the Buyer, and the Seller agrees to indemnify and hold the Buyer harmless from any claim made against the Buyer solely by reason of the transfer of title to the Hulks or with respect to the validity of such title, free from all claims, liens, security interests, security title or encum-

branches of any nature other than those of the Buyer at the time of such delivery and acceptance. Upon such delivery and acceptance, all responsibility and risk of loss with respect to such Hulk shall pass to the Buyer. As of the date of such delivery and acceptance, the Buyer shall be unconditionally obligated to purchase such Hulk, without any right to a reduction in or setoff against the price thereof by reason of any past, present or future claims against the Seller under this agreement, the RCSA, the Participation Agreement, the Lease (as defined in the Participation Agreement) or otherwise.

7. Exclusions. In the event that any Hulk is not delivered to the Buyer after the date of the Bill of Sale with respect thereto or in the event that any Hulk is not accepted as provided in the proviso to Article 1 hereof, the Buyer will assign to the Seller, without warranty of any kind, whatever right, title and interest the Buyer may then have in such Hulk and such Hulk shall thereafter be excluded from the provisions of this Agreement.

8. Representations of Seller. The Seller hereby represents and warrants to the Buyer, its successors and assigns, that this Agreement was duly authorized by it and lawfully executed and delivered for a valid consideration. Annex I and the footnotes thereto are an integral part of this Agreement and are incorporated by reference herein.

9. Limitation of Buyer Liability. Notwithstanding anything herein to the contrary, each of the representations, warranties, undertakings and agreements herein made on the part of the financial institution acting as the Buyer are made and intended not as personal representations, warranties, undertakings and agreements by said institution or for the purpose or with the intention of binding said institution personally but are made and intended for the purpose of binding only the Trust Estate (as such term is used in the Trust Agreement), and this Agreement is executed and delivered by said institution not in its own right but solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and except in the case of wilful misconduct or gross negligence by said institution, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said institution or the Owners on account of this

Agreement or on account of any representation, warranty, undertaking or agreement of said institution hereunder, either expressed or implied, all such personal liability (except as aforesaid), if any, being expressly waived and released by the Seller and by all persons claiming by, through or under the Seller.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

11. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. Although for convenience this Agreement is dated as of the date first set forth above, the actual dates of execution hereof are the dates stated in the acknowledgments hereto.

12. Headings. Section headings have been provided for convenience only and do not form part of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first set forth above.

[Corporate Seal]

THE CONNECTICUT BANK AND
TRUST COMPANY, not in
its individual capacity
but solely as Trustee,

by

Authorized Officer

Attest:

Authorized Officer

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY,

by

Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Deputy Corporate Secretary

Receipt of an executed counter-
part of the foregoing is hereby
acknowledged as of September 15,
1981.

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

by


Assistant Vice President

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

[illegible]

On this day of 1981, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that such instrument was this day signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

Hulk Purchase Agreement

ANNEX I*

<u>Quantity</u>	<u>Description</u>	To be selected from series bearing Railroad <u>Road Numbers</u>	<u>Hulk Purchase Price</u>	
			<u>Per Unit</u>	<u>Total</u>
13	50' Equipped Box Cars	C&O 27750/27999	\$ 6,000	\$ 78,000
18	50' Equipped Box Cars	C&O 27750/27999	6,000	108,000
126	80-Ton Open Top Hoppers	C&O 152000/155985 C&O 156008/156997 C&O 152000/155999 B&O 156000/156999	6,000	756,000
87	50' Equipped Box Cars	C&O 22450/22649 C&O 481000/481099 C&O 481500/481/599	7,000	609,000
63	60' Equipped Box Cars	C&O 25031/25130 C&O 491530/491829 C&O 4944088/494152 C&O 495085/495129	16,000	1,008,000

* Notwithstanding anything herein to the contrary, this Agreement will only cover Hulks delivered by the Seller and accepted by the Buyer on or before September 15, 1982, having an aggregate Purchase Price when reconstructed not in excess of the Maximum Purchase Price specified in Article 3 of the RCSA. After delivery of all Hulks covered by this Agreement, this Annex I will be amended to describe only those Hulks covered by this Agreement and to designate the particular Railroad Road Numbers thereof.

<u>Quantity</u>	<u>Description</u>	To be selected from series bearing Railroad <u>Road Numbers</u>	Hulk <u>Purchase Price</u>	
			<u>Per Unit</u>	<u>Total</u>
410	70-Ton Open Top Hoppers	B&O 10000/15249 C&O 103000/103999 C&O 110000/115241 C&O 150000/151999	\$ 2,500	\$1,025,000
59	70-Ton Open Top Hoppers	Same as Above	3,000	177,000
19	80-Ton Open Top Hoppers	C&O 152000/155985 C&O 156008/156997 C&O 152000/155999 B&O 156000/156999	6,000	114,000
41	80-Ton Open Top Hoppers	Same as Above	6,000	246,000
<u>836</u>				<u>\$4,121,000</u>